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RECORDATION NO. 16568-H FILED

JUN 19 '04 3:32 PM

SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

July 19, 2004

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Bill of Sale, Assignment and Assumption Agreement, a secondary document, dated as of July 14, 2004. The primary document to which this is connected is recorded under Recordation No. 16568. We request that one copy of this document be recorded under Recordation No. 16568-H.

The names and addresses of the parties to the Bill of Sale, Assignment and Assumption Agreement are:

Assignor:

Connell Finance Company, Inc.
One Connell Drive
Berkeley Heights, NJ 07922

Assignee:

GATX Financial Corporation
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the Bill of Sale, Assignment and Assumption Agreement consists of 175 woodchip gondola cars numbered ASAB 1780-1954, inclusive.

BALL JANIK LLP

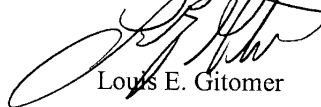
Honorable Vernon A. Williams
July 19, 2004
Page 2

A fee of \$30.00 is enclosed. Please return the original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: Bill of Sale, Assignment and Assumption Agreement between Connell Finance Company, Inc., One Connell Drive, Berkeley Heights, NJ 07922, and GATX Financial Corporation, Four Embarcadero Center, San Francisco, CA 94111, covering 175 woodchip gondola cars numbered ASAB 1780-1954, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

RECORDATION NO.

16568-17 FILED

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), is entered into on July 14, 2004, between GATX FINANCIAL CORPORATION, a Delaware corporation, as assignee ("Buyer"), and CONNELL FINANCE COMPANY, INC., a New Jersey corporation, as assignor ("Seller").

WHEREAS, Buyer and Seller are parties to a Purchase Agreement, dated as of June 30, 2004 (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, the Purchase Agreement provides, among other things, for the execution and delivery of this Assignment and Assumption Agreement to give effect to and further evidence Seller's sale, assignment and transfer to Buyer, and Buyer's purchase and acceptance, of all of Seller's right, title and interest in, to and under the Equipment (set forth on Schedule 1 attached hereto and made a part hereof) and the Lease and other Transaction Documents, but excluding any Excluded Payments (as defined below) (all of such rights, title, interest and obligations of Seller described above, excluding any Excluded Payments, collectively referred to as the "Interests").

For purposes of this Assignment and Assumption Agreement, "Excluded Payments" shall mean the following: (i) rent due and payable under the Lease for rental payment dates prior to the date hereof, (ii) all other payments due to Seller under the Transaction Documents for the period prior to the date hereof (other than any event of loss or casualty payments for which the Purchase Price does not include an adjustment, whether payable by Lessee or any third party, including any condemnation proceeds or any insurance proceeds relating thereto) (iii) all indemnity payments paid or payable (whether paid before or after the Closing Date) by the Lessee to Seller/lessor (or its related indemnified parties) and relating to the period prior to the date hereof, and/or (iv) proceeds of insurance maintained by Lessee in respect of the Equipment or the Transaction Documents and payable as a result of insurance claims paid, or losses suffered by the Seller and relating to the period prior to the date hereof.

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, Seller and Buyer agree as follows:

1. Assignment. Effective from and after the date hereof, Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer the Interests. Buyer hereby accepts the foregoing assignment and, with effect from and after the date hereof, Seller and Buyer hereby confirm that Buyer shall be, without limitation, a party to the Lease and each other Transaction Document to which Seller is a party (in the place of Seller).

2. Assumption. In connection with the sale of the Interests, Seller agrees to be bound by all of the terms of, and to undertake, assume and perform all obligations of the Seller under the Lease and other Transaction Documents.

3. Further Assurances. Seller shall, at any time and from time to time, but at Buyer's expense with respect to out-of-pocket expenses reasonably incurred by Seller in connection therewith, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Buyer may reasonably request to obtain the full benefits of this Assignment and Assumption Agreement and of the Purchase Agreement, and of the rights and powers herein and therein granted. Buyer shall, at any time and from time to time, but at Seller's expense with respect to out-of-pocket expenses incurred by Buyer in connection therewith, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Seller may reasonably request to obtain the full benefits of this Assignment and Assumption Agreement and of the Purchase Agreement and of the rights and powers herein and therein granted.

4. Disclaimer. OTHER THAN AS EXPRESSLY PROVIDED IN THE REPRESENTATIONS AND WARRANTIES IN THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OR THE PURCHASE AGREEMENT, BUYER ACKNOWLEDGES THAT THE SALE AND TRANSFER HEREUNDER IS BEING MADE ON AN "AS IS" AND "WHERE IS" BASIS. NONE OF SELLER OR ANY AFFILIATE THEREOF SHALL BE DEEMED TO HAVE MADE, AND SELLER AND ANY SUCH AFFILIATE HEREBY DISCLAIM, AND BUYER HEREBY WAIVES, AS TO SELLER AND ANY SUCH AFFILIATE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOW OR HEREAFTER (i) AS TO THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF THE INTERESTS OR ANY PART THEREOF, (ii) AS TO ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR AGAINST INFRINGEMENT OF ANY PATENT OR COPYRIGHT OR THE LIKE, (iii) AS TO THE CREDITWORTHINESS OF THE LESSEE, OR ANY OTHER PARTY TO THE TRANSACTION DOCUMENTS, (iv) AS TO THE ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO THE INTERESTS OR ANY PART THEREOF, (v) AS TO THE COLLECTIBILITY OF ANY AMOUNT UNDER ANY TRANSACTION DOCUMENT, (vi) AS TO CONCLUSIONS OF LAW REGARDING THE TAX CHARACTERIZATION OF ANY TRANSACTION DOCUMENT, OR REGARDING ANY TAX TREATMENT OR ACCOUNTING TREATMENT OF ANY OF THE INTERESTS, (vii) AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT; AND/OR (viii) EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE IV OF THE PURCHASE AGREEMENT, AS TO THE EXECUTION (BY ANY PARTY OTHER THAN SELLER), EFFECTIVENESS, GENUINENESS, VALIDITY, ENFORCEABILITY OR SUFFICIENCY OF ANY TRANSACTION DOCUMENT OR

ANY REPRESENTATIONS, WARRANTIES, RECITALS OR STATEMENTS MADE IN ANY TRANSACTION DOCUMENT (BY ANY PARTY OTHER THAN SELLER) OR IN ANY FINANCIAL OR OTHER WRITTEN OR ORAL STATEMENT, INSTRUMENT, REPORT, CERTIFICATE OR OTHER DOCUMENT AND ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERESTS OR ANY PART THEREOF, IT BEING UNDERSTOOD THAT ALL SUCH DISCLAIMED RISKS, AS BETWEEN SELLER AND BUYER ARE TO BE BORNE BY BUYER.

5. Counterparts. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Successors and Assigns. The terms of this Assignment and Assumption Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

7. Representations and Warranties. Seller represents and warrants that all of the representations and warranties made by Seller in the Purchase Agreement are true and correct as of the date hereof. Buyer represents and warrants that all of the representations and warranties made by Buyer in the Purchase Agreement are true and correct as of the date hereof.


8. Governing Law. This Assignment and Assumption Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the conflicts of law provisions thereof.

9. Amendment. No waiver, modification or amendment of any provision of this Assignment and Assumption Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

[The remainder of this page is intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed and delivered on the day and year first above written.

CONNELL FINANCE COMPANY, INC.
as Assignor and Seller

By: 
Name: Duane Connell
Title: Executive Vice President

GATX FINANCIAL CORPORATION
as Assignee and Buyer

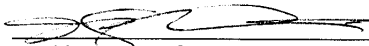
By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY)

ss:

COUNTY OF UNION)

On this 14th day of July, 2004, before me personally appeared DVANE CONNELL, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Connell Finance Company, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Signature of Notary Public

My Commission Expires:

CHRISTOPHER O. JEGEDE
NOTARY PUBLIC OF NEW JERSEY
REGISTERED IN UNION COUNTY
MY COMMISSION EXPIRES JUNE 19, 2008

STATE OF CALIFORNIA)

ss:

COUNTY OF SAN FRANCISCO)

On this 14th day of July, 2004, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is the _____ of GATX Financial Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed and delivered on the day and year first above written.

CONNELL FINANCE COMPANY, INC.
as Assignor and Seller

By: _____
Name: _____
Title: _____

GATX FINANCIAL CORPORATION
as Assignee and Buyer

By: Linda C. Girard
Name: Linda C. Girard
Title: Vice President,
GATX RAIL DIVISION

STATE OF NEW JERSEY)

ss:

COUNTY OF UNION)

On this 14th day of July, 2004, before me personally appeared _____,
to me personally known, who being by me duly sworn, says that he is the
_____ of Connell Finance Company, Inc., and that the foregoing
instrument was signed on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the foregoing instrument was the
free act and deed of said corporation.

Signature of Notary Public

My Commission Expires:

STATE OF CALIFORNIA)

ss:

COUNTY OF SAN FRANCISCO)

On this 14th day of July, 2004, before me personally appeared _____,
to me personally known, who being by me duly sworn, says that he/she is the
_____ of GATX Financial Corporation, and that the foregoing
instrument was signed on behalf of said corporation by authority of its Board of
Directors, and he/she acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Signature of Notary Public

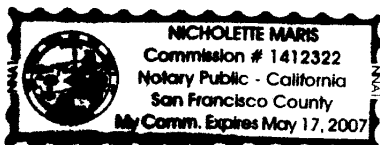
My Commission Expires:

See Attached

State of California)
)
County of San Francisco)

On July 14, 2004 before me, Nichollette Maris, Notary Public, personally appeared Linda C. Girard, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



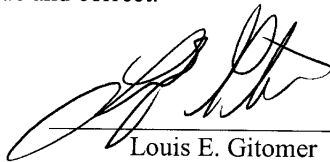
Nichollette Maris
Notary Public
My Commission Expires: May 17, 2007

Schedule 1 to
Bill of Sale, Assignment and Assumption Agreement

175 8253 cu. ft. woodchip gondolas, manufactured by Thrall Manufacturing Company, currently bearing the following initials and numbers: ASAB 1780 to and including ASAB 1954.

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Bill of Sale, Assignment and Assumption Agreement dated as of July 14, 2004, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'L. Gitomer', is written over a horizontal line.

Louis E. Gitomer
July 19, 2004